

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

ROSSANA SERRES,

Plaintiff,

v.

MEDICREDIT, INC.,

Defendant.

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JURY TRIAL DEMANDED

COMPLAINT

NOW COMES the Plaintiff, Rossana Serres, by and through undersigned counsel, and for her complaint against the Defendant, Medicredit, Inc., Plaintiff states as follows:

I. PRELIMINARY STATEMENT

1. This is an action for actual and statutory damages for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA").

II. JURISDICTION & VENUE

2. Jurisdiction arises under 15 U.S.C. § 1692 and pursuant to 28 U.S.C. § 1331.
3. Venue is proper in this District in that Plaintiff resides here, Defendant transacts business here, and the conduct complained of occurred here.

III. PARTIES

4. Rossana Serres ("Plaintiff") is a natural person who resides in Independence, Missouri.

5. Plaintiff is a "consumer" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(3).
6. Mediacredit, Inc. ("Mediacredit") is a business entity engaged in the collection of consumer debt within the State of Missouri.
7. Mediacredit is a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6).

IV. ALLEGATIONS

8. Plaintiff allegedly owes a debt to Mediacredit, namely a medical bill from Midwest Heart and Vascular, which was incurred primarily for personal, family, or household services; it is therefore a "debt" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(5).
9. On or about January 3, 2019, Plaintiff retained counsel to assist in the resolution of several debts, including a debt serviced by Mediacredit.
10. As a part of Plaintiff's representation, on or about March 25, 2019, Plaintiff's counsel sent notice of representation to Plaintiff's creditors, including to Mediacredit.
11. On or about March 29, 2019, an employee of Mediacredit received and signed for Plaintiff's counsel's notice of representation letter.
12. Notwithstanding, Mediacredit continued to contact Plaintiff directly including but not limited to phone calls to her personal phone.

13. These communications by Mediacredit violated 15 U.S.C. § 1692c(a)(2), in that Mediacredit continued to communicate with a consumer after receiving notice that the consumer was represented by an attorney.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Rossana Serres respectfully prays for judgment as follows:

- a. All actual compensatory damages suffered pursuant to 15 U.S.C. § 1692k(a)(1) from Mediacredit and for Plaintiff;
- b. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) from Mediacredit and for Plaintiff;
- c. Plaintiff's attorneys' fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Mediacredit and for Plaintiff;
- d. Any other relief deemed appropriate by this Honorable Court.

Respectfully submitted,

By: /s/ Andrew M. Esselman
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